



December 14, 2012

Mr. Daniel Kopcow, P.E.
Weston Solutions, Inc.
205 Campus Drive
Edison, New Jersey 08837

Re: Property Access Agreement
1000 Industrial Avenue
Woodbridge Township, New Jersey

Dear Daniel:

Enclosed is a fully executed copy of the Access Agreement dated December 10, 2012 between GreDel Properties, L.L.C. ("GreDel") and Weston Solutions, Inc. Please disregard the inadvertent "Draft" watermark embedded on the signature page executed by GreDel. The client intends this to be a final effective signature for purposes of the Access Agreement.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "John A. Jakub", is written over the typed name.

John A. Jakub

Enclosure



NJ: 721 Route 202-206, Suite 200 P.O. Box 5933 Bridgewater, NJ 08807-5933 • P: (908) 722-0700 • F: (908) 722-0755
NY: 875 Third Avenue, 8th Floor New York, NY 10022 • P: (212) 808-0700 • F: (212) 808-0844
PA: The Paragon Centre, Suite 300 1611 Pond Road Allentown, PA 18104-2258 • P: (610) 391-1800 • F: (610) 391-1805
www.nmmlaw.com E: info@nmmlaw.com

ACCESS AGREEMENT

This **ACCESS AGREEMENT** dated this 10th day of December, 2012 ("Agreement") is made by and between **GREDEL PROPERTIES, L.L.C.**, a New Jersey corporation ("GreDel") and **WESTON SOLUTIONS, INC.**, a Pennsylvania corporation ("Weston"). GreDel and Weston may be referred to herein collectively as "Parties" and individually as a "Party."

RECITALS

WHEREAS, GreDel is the current owner and operator of the premises located at 1000 Industrial Avenue, Woodbridge, New Jersey (the "Property");

WHEREAS, Weston seeks to enter the Property in order to conduct environmental investigation activities, as described in Exhibit A to this Agreement (the "Environmental Activities");

WHEREAS, GreDel agrees to grant permission to Weston and its employees, contractors, subcontractors, engineers, agents and consultants (collectively the "Weston Grantees") to enter upon the Property to perform the Environmental Activities, subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and intending to be legally bound, the Parties agree as follows:

1. **Access.**

a. Subject to the terms of this Agreement, GreDel hereby grants, as of the Effective Date as defined below, the Weston Grantees a temporary, non-exclusive license to enter the Property for the purpose of performing the Environmental Activities. Weston shall be solely responsible for all costs and expenses to perform the Environmental Activities.

b. Access for future work not authorized by this Agreement shall be pursuant to a separate written agreement between the parties or an amendment to this Agreement.

c. Except as set forth herein, the Weston Grantees may, upon at least four (4) days written notice to GreDel in advance of accessing the Property, enter the Property pursuant to such temporary, non-exclusive license to perform the Environmental Activities during the term of this Agreement. Such written notice ("Weston Notice") shall include: (i) a written description of the Environmental Activities that the Weston Grantees intend to conduct at the Property; (ii) the number and identities of any persons entering the Property, including any representatives of the NJDEP or the USEPA; (iii) the dates and times of entry; (iv) the areas of the Property to be affected by the Environmental Activities; (v) the anticipated duration of the Environmental Activities; and (vi) an estimate of the number of vehicles and other equipment that will be on the Property. The Weston Notice shall be given to the individuals identified in section 7 m below.

d. GreDel understands that either the NJDEP or USEPA may require access with less than four (4) days notice. If the NJDEP or USEPA require access with less than four (4) days notice, the Weston Grantees shall give GreDel the Weston Notice at the earliest opportunity by facsimile or other means of electronic transmission to the individuals identified in section 7 m below.

e. Upon the Weston Grantees first arrival at the Property following the Weston Notice, the Weston Grantees shall meet with at least one (1) representative, designated by GreDel, for the purpose of coordinating the Environmental Activities.

f. Any entry upon the Property by the Weston Grantees shall be during week days from 8:00 a.m. to 6:00 p.m., unless GreDel consents in writing with respect to a specific Environmental Activity or in the event of an emergency.

g. All access by the Weston Grantees to the Property shall be at the sole risk and expense of the Weston Grantees.

h. Weston acknowledges that the Property is an active commercial warehouse facility, and tractor trailers often enter upon, and depart from, the Property. Weston further acknowledges that the commercial warehouse facility on the Property is occupied by tenants. Weston and the Weston Grantees shall use due care and diligence in the exercise of its rights hereunder, and it will at all times exercise its rights hereunder at such times and in such manner that will not result in (a) any unreasonable material interference with the business operations on the Property, (b) any unreasonable material interference with the customary access to or from the Property, or (c) any damage or injury to the Property, or any agents, servants, employees or invitees of GreDel. The Weston Grantees are strictly prohibited from taking any photographs or videos of the Property, including any improvements thereon, and of the commercial or tenant operations being conducted on the Property, except to the extent that photographs or videos are reasonably necessary for the performance of the Environmental Activities or the generation of Environmental Information, as defined herein in section 4 below.

i. At GreDel's sole cost and expense, GreDel, its consultants and attorneys shall have the right, but not the obligation, to be present during the performance of any Environmental Activities. GreDel shall have the right, at GreDel's sole cost and expense, to conduct concurrent testing, sampling, and analysis, or to receive from Weston split samples of all samples at GreDel's request, so long as GreDel does not interfere with the Environmental Activities being conducted by the Weston Grantees.

2. Exercise of License.

a. The Weston Grantees shall conduct all Environmental Activities (i) so as to not unreasonably interfere with GreDel's and its tenants, agents, servant, employees or invitees use of the Property, and (ii) in a good and workmanlike manner. The Weston Grantees shall minimize, to the extent practicable, the area of the Property used for the purpose of the Environmental Activities.

b. Upon the completion of the Environmental Activities, the Weston Grantees shall cause all land, landscaping, foliage, surfaces, utilities and/or improvements

disturbed or damaged by the Weston Grantees while accessing the Property or performing Environmental Activities thereupon, to be repaired and/or restored either to as close to their original condition or its equivalent as practicable in a commercially reasonable manner.

c. Any drill cuttings, sediment, dewatering decant water, equipment or other decontamination water, soil, groundwater, waste, samples or other materials generated by the Environmental Activities are referred to herein as the "Wastes." The Weston Grantees shall be responsible, at their sole cost and expense, for the proper management, characterization, storage, labeling, manifesting, transport and disposal of the Wastes. All Wastes manifests shall designate a Weston Grantee as the generator. The Weston Grantees shall remove the Wastes as soon as is reasonable but shall not permit Wastes to remain on the Property for more than thirty (30) days. Any Wastes to be stored at the Property, pending transportation and disposal, shall be appropriately stored, labeled, and placed in a designated area of the Property. The availability of any designated area of the Property for this purpose shall be approved by GreDel in writing prior to its use by the Weston Grantees. GreDel shall not unreasonably withhold approval of any such designation. The Weston Grantees shall be solely responsible for ensuring that the areas so designated comply with all applicable environmental, health, safety or other regulations pertaining thereto. At Weston's sole cost and expense, Weston shall cause clean up and remediation of any discharge, leakage or spillage, whether or not involving hazardous substances, hazardous materials, hazardous wastes, pollutants or contaminants on the Property resulting from the Environmental Activities and/or Weston Grantees activities, in accordance with applicable laws and regulations at the time. GreDel disclaims any and all responsibility for the Weston Grantees' compliance with the applicable environmental, health, safety or other regulations pertaining to the handling, storage, or transportation of the Wastes.

d. Any equipment and vehicles used for purposes of the Environmental Activities are referred to herein as "Equipment." The Weston Grantees shall be responsible for ensuring that use of the Equipment by the Weston Grantees complies with all applicable environmental, health, safety or other regulations pertaining thereto. GreDel disclaims any and all responsibility for Weston Grantees' compliance with applicable environmental, health, safety or other regulations pertaining to the use of the Equipment.

3. Compliance With Laws

a. Weston agrees and warrants that the Weston Grantees will comply with the terms and conditions of this Agreement and the Weston Grantees will comply with all applicable federal, state, and municipal laws, regulations and ordinances (collectively "Laws"), including but not limited to Laws intended to protect workers or bystanders and Laws regulating the generation, handling, storage, importation or disposal of waste, including contaminated soil or groundwater, as well as the directives, requirements, or orders of any agency or governmental authority asserting jurisdiction over the Weston Grantees while accessing the Property or performing Environmental Activities on the Property.

b. While on the Property, the Weston Grantees shall comply with all Laws requiring the contact of appropriate utility authorities with respect to the locating of underground water, telephone, electric, sewer, plumbing, gas, and other utility lines and other underground

apparatus (collectively, "Underground Apparatus.") and shall not damage, disturb or interfere with Underground Apparatus in any servicing the Property, including the improvements thereon.

c. Weston shall be solely responsible, at its sole cost and expense, for obtaining all governmental permits, consents and approvals for the Environmental Activities and removal of the Wastes. GreDel shall cooperate, at no cost to GreDel, with Weston's reasonable requests in obtaining such permits, consents, and approvals, and GreDel shall promptly execute any reasonable documents prepared by Weston to obtain such permits, consents, and approvals. Any request to execute a permit application or permits shall be deemed unreasonable if it increases the cost or affects the ability of GreDel to obtain permits for the site in the future. GreDel shall not be required to sign any waste disposal manifests.

4. Environmental Information. Weston shall provide GreDel with a copy of (i) all analytical results of samples arising from the Environmental Activities within thirty (30) business days after receipt of the laboratory report by the Weston Grantees; and (ii) all plans, photographs, videos, data, test results and reports relating to the Property ("Environmental Information") prior to submission to the NJDEP or USEPA, for GreDel's review and comment. Whenever possible, Environmental Information shall be provided sufficiently in advance of submission to the NJDEP and USEPA to provide GreDel a reasonable time for review. The Parties agree that ten (10) business days is generally considered a reasonable time to review Environmental Information. Weston shall also provide GreDel, within five (5) business days, all final documents it generates or receives regarding any Environmental Activities.

5. Indemnification. To the extent permitted by law, Weston shall defend, indemnify and hold harmless GreDel and its respective agents and employees (the "Indemnified Parties") from and against all claims, damages, fines, penalties, losses, or expenses, including attorneys' and experts' fees and costs ("Indemnified Claims"), arising from the Weston Grantees' use of the Property or performance of Environmental Activities thereupon. Nothing in this Agreement shall be construed to require Weston to indemnify an Indemnified Party for an Indemnified Claim to the extent that any such claim, damage, fine, penalty, loss or expense was caused by, or resulted from, an Indemnified Party's own negligent, reckless, or willful conduct.

GreDel shall promptly notify Weston of any action, administrative or legal proceeding, or investigation to which Weston's indemnification of the Indemnified Parties may apply, and Weston, at Weston's expense, shall assume on behalf of the Indemnified Parties the defense thereof, provided that GreDel or any other Indemnified Party shall have the right to be represented therein by advisory counsel of its own selection and at its own expense.

6. Insurance. Prior to entering the Property, and at all times during the Environmental Activities at the Property, the Weston Grantees', at their sole cost and expense, shall secure and maintain the following insurance:

a. Commercial General Liability. Commercial general liability ("CGL") insurance, written on an occurrence basis, covering claims for bodily injury and property damage (including sub-grade structures/explosion/blasting coverage), with limits of liability in the amount of \$2,000,000 for each occurrence and in the aggregate;

b. Commercial (Business) Automobile Liability. Commercial (business) automobile liability insurance, and including coverage for all vehicles used by the Weston Grantees, with combined single limits of liability of at least \$1,000,000 for each occurrence and in the aggregate;

c. Commercial Umbrella/Excess Liability. Excess or umbrella liability insurance policy with limits of liability of at least \$5,000,000 for each occurrence and in the aggregate, following the form and in excess of the underlying CGL, and commercial automobile liability policies, with an effective date that is concurrent with such liability policies; and

d. Contractors' Pollution Liability. Contractors' pollution liability/professional liability policy covering losses caused by pollution conditions that arise from the operations of the Weston Grantees under this Agreement. Such insurance shall apply to bodily injury and property damage (including loss of use of damaged property or of property that has been physically injured) and contain limits of liability of at least \$5,000,000 for each occurrence or claim and in the aggregate.

The insurance required by this Agreement shall include a waiver of subrogation for the benefit of the GreDel. GreDel shall be included and named on all policies required by this Agreement as an additional insured for claims against GreDel arising out of the Weston Grantees' use of the Property or performance of the Environmental Activities, and shall provide that such policies provide primary coverage, without any right of contribution by applicable insurance of GreDel. In advance of accessing the Property or the performance of any Environmental Activities, the Weston Grantees shall furnish to GreDel certificates of insurance evidencing the insurance policies required by this Agreement. These insurance requirements shall not release or diminish the liability of either Party, including, without limitation, liability under the indemnity provision of this Agreement. Damages recoverable by GreDel shall not be limited by the amount or scope of the required insurance policies. The obligation to carry the insurance policies shall neither limit nor modify any other obligations assumed by Weston hereunder, nor shall GreDel be under any duty to examine such certificate or to advise Weston or its subcontractor(s) in the event their insurance is not in compliance with this Agreement. The Weston Grantees will not perform any Environmental Activities at the Property until said certificates of insurance are provided to GreDel, nor will they continue such Environmental Activities in the event any required insurance is terminated or materially changed.

7. Miscellaneous.

a. This Agreement, and its exhibits, contains the entire understanding of the parties hereto with respect to the subject matter hereof, and may not be amended except by an instrument in writing signed by the Parties hereto.

b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

c. This Agreement shall be interpreted and enforced in accordance with the laws of the State of New Jersey without reference to principles of conflicts of laws.

d. The headings preceding the text of the sections of this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction, or effect of this Agreement.

e. Except as set forth herein, the Parties agree that by entering into this Agreement, neither Party has waived and expressly reserves any of its rights, remedies, or defenses, in law or equity, against each other.

f. Neither Party shall have the right to assign this Agreement without the other Party's prior written consent.

g. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties further agree that a copy of or a pdf or facsimile signature to this Agreement shall be treated as an original for all purposes. The date of the last affixed signature to this Agreement by a Party shall be the "Effective Date" of this Agreement.

h. The Parties acknowledge that they each have had an opportunity to participate, and have participated, in the drafting of this Agreement, and they each agree that this Agreement shall be interpreted without reference to any principle which can operate in favor of or against a party that drafts a written agreement.

i. Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this agreement on behalf of the Party on whose behalf it is indicated that the person is signing. Notwithstanding their respective corporate by-laws and procedures, the Parties agree that one signature from each entity shall bind that Party.

j. If any provision of the Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

k. The right of access conferred by this Agreement shall not be construed as any form of tenancy interest, ownership interest, control of the GreDel Property, or any type of real property interest.

l. This Agreement shall not be construed as creating a partnership between the parties, nor to create any form of legal association which would impose liability upon one party for the act or failure to act upon another party.

m. Any notice, request, demand, consent, approval or other communication required or permitted under this Agreement, including the Weston Notice, which is not specifically set forth herein as being oral notice, will be written and will be deemed to have been given (i) when personally delivered; or (ii) on the following day after delivery to any nationally recognized express delivery service; or (iii) on the fifth day after it is deposited in any depository regularly maintained by the United State Postal Service, postage prepaid, certified or registered mail, return receipt requested; or (iv) on the day transmitted by facsimile or other means of electronic transmission together with either (i), (ii) or (iii) above, if confirmation receipt is obtained, and addressed to the respective parties, at the same time, as follows:

To GreDel Properties L.L.C.:

c/o Frank A. Greek & Son, Inc.

Attn: Frank A. Greek, Jr.

33 Cotters Lane

East Brunswick, New Jersey 08816

Telephone: 732-257-7353

Facsimile: 732-257-9647

Email: frankg@greekdevelopment.com

With a copy to:

John A. Jakub, Esq.

Norris McLaughlin & Marcus, PA

721 Route 202-206

P.O. Box 5933

Bridgewater, NJ 08807-5933

Telephone: 908-252-4309

Facsimile: 908-722-0755

Email: jajakub@nmmlaw.com

[signatures on next page]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the day and year written below.

GREDEL PROPERTIES, L.L.C.:

By: Andy Sitz
Name: Andy Sitz
Title: Vice President
Dated: Dec 10, 2012

WESTON SOLUTIONS, INC.:

By: _____
Name: _____
Title: _____
Dated: _____

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the day and year written below.

GREDEL PROPERTIES, L.L.C.:

By: _____

Name: _____

Title: _____

Dated: _____

WESTON SOLUTIONS, INC.:

By: Sally Jones

Name: Sally Jones

Title: Vice President

Dated: 12/5/12

EXHIBIT A

Table 1
Gredel Property Delineation Sample Summary

GreDel Property Samples				
Sample Designation	Matrix	Depth below fill material	Analysis	Lab direction
CDG_363	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_364	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_365	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_366	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_367	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_368	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_369	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_370	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_371	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_372	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_373	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_374	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_375	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold

Table 1
Gredel Property Delineation Sample Summary

Sample Designation	Matrix	Depth below fill material	Analysis	Lab direction
CDG_376	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_377	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_378	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_379	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_380	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_381	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_382	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_383	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_384	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_385	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_386	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_387	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_388	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold

Table 1
Gredel Property Delineation Sample Summary

Sample Designation	Matrix	Depth below fill material	Analysis	Lab direction
CDG_389	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_390	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_391	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_392	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_393	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_394	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_395	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_396	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_397	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_398	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold
CDG_399	sediment	0-0.5'	PCBs, BEHP	3-day
	sediment	2-2.5'	PCBs, BEHP	extract/hold
	sediment	3.5-4'	PCBs, BEHP	extract/hold



Southern Gredel Lot Property Sampling and Analysis Plan Hatco Site – Fords, New Jersey May 2012

Background and Rationale

Weston Solutions, Inc. (Weston®) has prepared this Sampling and Analysis Plan (SAP) to address the completion of delineation sampling of the southwestern portion of the Gredel property, in a wetland which lies south of the EPEC property. This investigation serves to delineate Hatco-related contamination present along the southern portion of Channel D, based upon the results of Weston's 2011 and 2012 remedial investigations. Weston proposes additional soil and sediment sampling across the southern portion of Channel D to determine the vertical and horizontal extent of contamination. This area includes Gredel's parcel identified as Block 77, Lot 100.01.

Weston has prepared this SAP to better define the extent of polychlorinated biphenyl (PCB) and bis,2-ethylhexyl phthalate (BEHP) contamination affiliated with historical Hatco operations, identified within the Channel D floodplain. Samples will be collected from the following locations:

- Along three north-south transects to evaluate for potential Hatco impacts in drainage channels and saturated wetland areas, as shown on Figure 1.

The property that Channel D runs through is owned by EPEC; the wetland area continues south of EPEC into a parcel owned by Gredel, and continues south of Gredel toward the Raritan River. Channel D (also known as Crow's Mill Creek) is a low-gradient stream which collects flow from Channels A, B and C, as well as the pond located north of Industrial Avenue. The area of Crow's Mill Creek referred to as Channel D begins at the culvert on the south side of Industrial Avenue downstream of the Hatco property. Channel D cuts through a forested wetland area, and is lined with sand, silt and organic material.

Previous sampling conducted by URS on behalf of Hatco and W. R. Grace, as well as sampling conducted by two EPEC consultants (Sovereign Consulting, LLC and Brown & Caldwell) detected elevated concentrations of PCBs in soil and sediment, as well as BEHP above the applicable residential cleanup criteria in sediment, within the Channel D parcel owned by EPEC. For off-site excavation areas such as Channel D, the applicable remedial standard for Hatco-related PCBs is 0.49 mg/kg in soils and 1 mg/kg in sediments, as approved by the NJDEP in various report and workplan approvals. For non-PCB contaminants of concern, the off-site applicable remedial criteria for soils are the 1999 residential (unrestricted use) criteria. In addition, BEHP results for samples collected from the Channel D wetland area will be compared to NJDEP's ecological screening criterion of 0.925 mg/kg, to NJDEP's lowest effects level/screening criterion of 0.182 mg/kg, and NJDEP's Severe Effect Level of 0.75 mg/kg.



Sediment and Soil Distinction

The Channel D investigation area contains both sediment and soil matrices, with each matrix determined on a sample-by-sample basis. The Weston field geoscientist will determine sample matrices using the criteria outlined below as a means for classifying samples in the field. Weston has utilized and will continue to utilize the system outlined below; these definitions were approved by the NJDEP for use during the Hatco remediation in a June 2007 email.

Sediment is defined by the State of New Jersey (N.J.A.C. 7:8-1.2) as solid material, mineral or organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water or gravity as a product of erosion. Soil is defined in the same regulations as "all unconsolidated mineral and organic material of any origin." Because the distinction between the two may be difficult to apply in the field in some situations, Weston is basing the delineation between soil and sediment on past experience, actual field conditions encountered during delineation sampling, and past discussions with NJDEP. Any samples collected from areas falling outside of delineated wetland boundaries will be considered soil.

Within areas delineated as wetlands, but located outside of the actual stream channels, the classification of soil versus sediment will depend upon the degree of saturation of the soil matrix. NJDEP distinguishes between emergent wetlands (freshwater marsh), and forested wetlands. Emergent wetlands are characterized by rooted hydrophytes present for most of the growing season. NJDEP classifies material present within emergent wetlands as sediment. At the Hatco site these areas consist of wetlands dominated by common reed and other emergent species that have not been historically filled and still maintain saturated conditions during the growing season. Forested wetlands adjacent to the Hatco property are characterized by hydric soils; these are undrained soils that are saturated, flooded, or ponded, that develop anaerobic conditions that favor the growth of hydrophytic vegetation. The material collected within these areas will be classified as soil.

Sample Collection

This Channel D SAP has been developed to collect additional samples in order to meet the remedial action objectives described in Addendum 3 to the Consolidated RAWP, specifically the removal of contaminated stream sediment and floodplain soils in Crow's Mill Creek southwest of the Hatco site to the applicable unrestricted use standard. The SAP has been developed in accordance with the *New Jersey Technical Requirements for Site Remediation* (TRSR, N.J.A.C. 7:26E) and the NJDEP *Field Sampling Procedures Manual* (August 2005) to ensure the collection of necessary data to determine the complete extent of contamination and refine excavation boundaries for off-site sediments



and soils in Channel D. A Quality Assurance Program (QAPP) developed in accordance with NJDEP requirements was submitted as part of Weston's 2009 *Addendum3 to the Consolidated RAWP*, and provides specific sample collection methodology and laboratory analyses requirements. An overview of the sampling effort and Weston's overall technical approach is presented below.

Sediment samples will be collected to horizontally and vertically delineate the extent of contamination on the Channel D parcel owned by Gredel, as shown in Figure 1. Sample locations will be biased toward depositional areas where applicable. Weston will analyze for PCBS and BEHP. Table 1 summarizes the proposed sampling locations and depths, analytical parameters, and sampling methods for the soil and sediment samples. The sample collection methodology is discussed below.

Weston proposes to install a series of three north-south transects to determine if Hatco-related containments are present in drainage channels and saturated wetland areas as depicted on Figure 1. The boring locations will be collected at regular intervals along each transect. Both sediment and soil samples will be collected, depending on matrix type encountered at each location. Samples will be collected from three designated intervals, and analyzed as shown in Table 1. Contingent samples will be collected and placed on hold. Should sample locations depicted on Figure 1 be located on dry upland areas, those samples will not be collected. This will be determined during a site walk of the work area prior to initiation of sampling activities.

Sampling Procedures

The soil and sediment sampling procedures will follow the guidelines documented in the *NJDEP Field Sampling Procedures Manual* (August 2005) as described below, and are detailed in Weston's 2009 QAPP. Lithologic description, field measurements (such as presence of LNAPL) and comments will be recorded using electronic Borehole Logging Forms such as Weston's GeoFAST program.

To maintain a record of sample collection, transfer between personnel, shipment, and receipt by the laboratory, standard chain-of-custody forms will be completed for all samples. Each form will be completed in the field and signed and dated by a member of the field team who will verify the exact sample shipment. This form will accompany the samples to the laboratory. Signed and dated custody seals will then be applied to the shipping container. Sample collection methodologies are described in more detail in the following sections.

Any sampling equipment (e.g., hand auger, cutting shoe, etc.) coming in contact with the soil or sediment will be decontaminated before and after each sample location. Decontamination procedures will follow technical requirements as set forth in the *NJDEP Field Sampling Procedures Manual* (August, 2005). Equipment will be washed in the following sequence: 1) a steam/high-pressure water wash; 2) a potable water and soap wash; and, 3) a distilled and deionized (ASTM Type II) water rinse.



Samples will be placed in a cooler and chilled with ice, and will be picked up by the laboratory.

Soil Sample Collection

Delineation soil samples will be collected to determine the horizontal and vertical extent of potential contamination as depicted on Figure 1. Delineation samples will be collected from discrete 6-inch intervals from designated depths, as outlined in Table 1.

The soil samples will be field-screened with a properly calibrated photoionization detector (PID), organic vapor meter (OVM) or other suitable instrument. Delineation sample locations will be biased based on professional judgment to ensure that all necessary data is collected to ensure that historical contamination is adequately delineated, both horizontally and vertically.

Analytical samples will be collected utilizing NJDEP protocols. Dedicated disposable scoops and bowls will be utilized for sample collection. Soil samples will be collected at discrete six inch intervals from designated depths at each location. Surficial organic matter (grass, twigs) will be scraped away prior to sample collection. Samples are to be collected directly with dedicated, disposable scoops, homogenized as necessary in dedicated, disposable beakers, and placed directly into sample containers.

Sediment Sample Collection

Delineation sediment samples will be collected to determine the horizontal and vertical extent of contamination as depicted on Figure 1. Delineation samples will be collected from discrete 6-inch intervals from designated depths at each location.

Sediment samples may be collected using a variety of methods and equipment, depending on the depth of the aqueous layer, the portion of the sediment profile required (surface versus subsurface), the type of sample required (disturbed versus undisturbed), contaminants present, and sediment type. Sediment samples will be collected from beneath an aqueous layer either directly, using a hand-held device such as a shovel, trowel, or auger; or indirectly, using a remotely activated device such as an Ekman or Ponar dredge.

Quality Assurance and Quality Control

Quality assurance/quality control (QA/QC) samples will be collected in accordance with Weston's Quality Assurance Project Plan (QAPP), included as part of Addendum 3. Blind field duplicate and matrix spike/matrix spike duplicate (MS/MSD) samples will be collected at a rate of 1 per 20 samples per analytical parameter. Field blanks will be collected once per day per matrix and analyzed for the same parameters as the field samples.



A record of all field procedures, tests, and observations will be recorded in a field logbook and in Weston's electronic field log program, FieldFAST. Entries in the log book and FieldFAST will include the individuals participating in the field effort, date and time, and the initials of the individual responsible for recording the observations.

Field Sample Identification

During sample collection, a variety of data will be collected and managed electronically to eliminate the potential for transcription errors. Field data is defined as all information generated during the field effort, such as field notes, COC information, geotechnical information (i.e., soil descriptions, well construction information, etc.), and survey data.

Each sample will be assigned a unique field sample identification code and labeled accordingly. This field sample identification code provides the tracing of the sample from the location in the field, through laboratory analysis, and finally to data evaluation and presentation, and contains information traceable to the type, location where the sample was collected, and other information appropriate to that sample. This code will be used for references to this particular sample in field and project documentation and reports. It is essential that the integrity of the field sample identification (ID) code not be compromised.

Delineation and post-excavation soil samples will be identified slightly differently, depending on the type of sample and the location from which the samples will be collected.

General Sampling Scheme:

The sample identification code consists of three fields, separated by underscores, in the following format:

AC YY Z R

AC = Sample area of concern or grid designation

YY = Sample Boring Location / Sequence (1, 2, 3....)

Z = Depth Interval (see discussion below)

R = Sample type identifier

(1=sample, 2= duplicate, 3 = field blank)

Delineation Samples:

For delineation samples, the code "AC" above will be replaced by a sample area of concern (e.g., A, B, C or similar designation) and the symbol "_B_" to designate that the sample is a boring location.



Sample Depth:

The location within the vertical sample column will be identified through the use of a systematic sample naming convention. Following the sample location designator, as described in more detail in the following subsections, the depth will be identified through use of the code “_##-##” where the “##” is substituted by an alphabetic depth designator, as follows:

AA	0 Feet
AB	0.5 Feet
AC	1 Feet
AD	1.5 Feet
AE	2 Feet
AF	2.5 Feet
AG	3 Feet
AH	3.5 Feet
AI	4 Feet
AJ	4.5 Feet
AK	5 Feet

For all sample types, duplicate sample pairs will have the designators “_1” for the environmental sample and “_2” for the duplicate sample added to the end of the sample ID, and field blanks will be designated with “_3” appended to the sample ID.

The field duplicate sample will be disguised to the laboratory for analysis but its location from which it was taken will be documented in the electronic field log for future reference.

Investigation-Derived Waste Management

All investigation-derived waste generated during off-site sampling activities will be containerized and temporarily staged at the Hatco Site. Waste will be segregated according to waste stream, e.g., sampling equipment, personal protective equipment, and decontamination fluids. All investigation-derived waste generated during on-site sampling activities will be handled in accordance with applicable Federal and State requirements. Waste will be segregated according to waste stream, e.g., sampling equipment, personal protective equipment, soil cuttings, and decontamination fluids, then containerized in 55-gallon drums or other DOT-approved containers.

Composite soil and sediment samples will be collected for waste characterization in accordance with the frequency instituted by the disposal facility and will be compared to EPA regulatory limits established under the Resource Conservation and Recovery Act (RCRA). The results will also be compared to levels established by TSCA. At a minimum, waste classification samples will be analyzed for Toxicity Characteristic



Leaching Procedure (TCLP) volatile organic compounds (VOCs), TCLP SVOCs, TCLP pesticides/herbicides, TCLP metals, PCBs, and RCRA characteristics. For TCLP VOA analysis, discrete samples will be collected using an EnCore sampling device.

Staffing Plan

The following personnel are tentatively scheduled to work on this sampling event:

Personnel

Responsibility

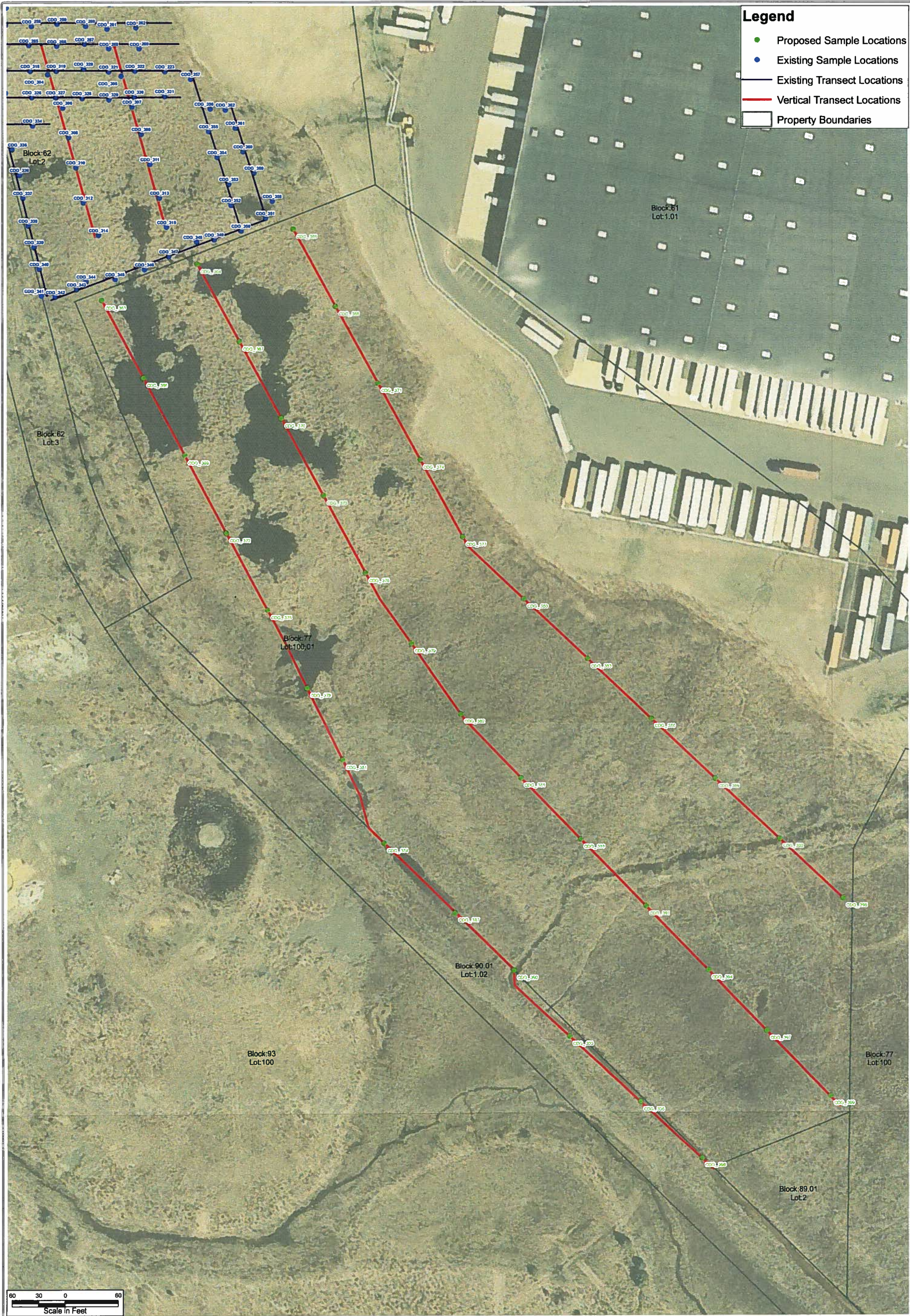
Leeron Tagger

Weston field leader for delineation sampling event

Robert Sellers

Weston field support staff

Robert Croskey

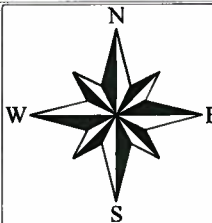


60 30 0 60
Scale in Feet



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REPORT DATE:

April 2012

PROJECT MANAGER:

D. Kopcow

DRAWING: 11179_CD_Prop_Lot_041112.mxd

PATH: P:\Hatco\GIS\MDX\2012_02_ChannelD

CHECKED BY:

A. Garrison

REVISION No.

0

CONTRACT No.

DELIVERY ORDER NO.

WORK ORDER No.

13067.001.003.8020

DRAWN/MODIFIED BY:

S. Poutney

DATE CREATED:

04/11/2012

CLIENT NAME:

Hatco Corporation

PROJECT NAME:

Hatco Remediation

DRAWING TITLE:

Hatco Channel D
Proposed Sample Locations
04/26/2012

FIGURE:

X

SCALE:

1" = 60'

DATE:

04/18/2012